

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

NABET-CWA, Local 51,

and

Case Nos. 19-CB-244528
19-CB-247119

Jeremy Brown.

**CHARGING PARTY'S EXCEPTIONS
TO THE ADMINISTRATIVE LAW JUDGE'S DECISION**

Pursuant to Section 102.46 of the Rules and Regulations of the National Labor Relations Board, Jeremy Brown files these Exceptions to the Administrative Law Judge's (ALJ) Decision and Order in the above captioned case.

1. The ALJ erred in concluding the General Counsel "failed to establish that Local 51's post-charge evidence preservation letters were unlawful." ALJ Decision (ALJD) at p. 2 L. 4-5.
2. The ALJ erred in concluding that the evidence preservation letters were not unlawfully overbroad. ALJD at p. 10-11, L. 15-26; 1-6.
3. The ALJ erred in concluding that the evidence preservation letters "do not appear unlawfully broad when read as a whole." ALJD at p. 10, L. 17-18.
4. The ALJ erred in concluding that the evidence preservation letters were "in the nature of form letters, intended for use in all cases, and employees would reasonable construe them as such." ALJD at p. 10, L. 18-19.
5. The ALJ erred in concluding that overbroad statements in the letter "are clarified or narrowed by other statements in the letters." ALJD at p. 10, L. 20-21.
6. The ALJ erred in concluding the letters were limited because they "repeatedly and properly indicate that only potentially relevant information must be preserved." ALJD at p. 11, L. 1-6

7. The ALJ erred refusing to find that the letters unlawfully threaten potential damages for non-compliance. ALJD at p. 11-12, L. 10-25; 1-25
8. The ALJ erred in finding that it was lawful for Local 51 to send the letters because “there are circumstances where, as indicated in Local 51’s letters, monetary sanctions could be imposed on a charging party that destroyed or failed to preserve potentially relevant information in an unfair labor practice proceeding” ALJD at p. 11, L. 22-24.
9. The ALJ erred in finding *DHL Express, Inc.*, 355 NLRB 680 (2010) distinguishable. ALJD at p. 12, L. 1-10.
10. The ALJ erred in finding that the evidence preservation letters could not reasonably be understood as threatening Brown for filing charges. ALJD at p. 12, L. 7-8.
11. The ALJ erred in determining “cases finding unlawful threats to sue employees for providing testimony or evidence in a board proceeding are also distinguishable.” ALJD at p. 11, L. 12-25.
12. The ALJ erred in refusing to find that evidence preservation letters are per se unlawful in response to the mere filing of a ULP charge by an individual employee. ALJD at p. 12, L. 29-46.
13. The ALJ erred in declining to sanction the Union’s counsel for their use of unprofessional pejoratives directed at Charging Party’s counsel and their non-party employer.

Respectfully Submitted,

December 31, 2020

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CERTIFICATE OF SERVICE

I hereby certify that December 31, 2020, a true and correct copy of Charging Party's Exceptions was filed electronically using the NLRB e-filing system, and copies were sent to the following parties via e-mail:

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